

**(Unlawful Debt Collection Practices)**

1 U.S.C. § 1331 grants this court original jurisdiction of all civil actions arising  
2 under the laws of the United States.

3  
4 3. Defendant conducts business in the Commonwealth of Pennsylvania  
5 and therefore, personal jurisdiction is established.

6 4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

7  
8 **PARTIES**

9 5. Plaintiff is a natural person residing in Philadelphia, Pennsylvania  
10 19131.

11 6. Plaintiff is a “consumer” as that term is defined by 15 U.S.C. §  
12 1692a(3).

13  
14 7. In the alternative, Plaintiff is a person granted a cause of action under  
15 the FDCPA. See 15 U.S.C. § 1692k(a), and Wenrich v. Cole, 2000 U.S. Dist.  
16 LEXIS 18687 (E.D. Pa. Dec 22, 2000).

17  
18 8. Defendant is a debt collection company with its principal office  
19 located at 115 Flanders Road, Suite 140, Westborough, Massachusetts 01581.

20 9. Defendant is a “debt collector” as that term is defined by 15 U.S.C. §  
21 1692a(6), and sought to collect a consumer debt from Plaintiff.

22  
23 10. Defendant acted through its agents, employees, officers, members,  
24 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,  
25 representatives, and insurers.

**FACTUAL ALLEGATIONS**

11. At all relevant times, Defendant was attempting to collect a consumer debt from Plaintiff.

12. The alleged debt Defendant was attempting to collect, a TD Bank N.A. personal banking account charges, arose out of transactions, which were primarily for personal, family, or household purposes.

13. Beginning in or before September 2013, and continuing through December 2013, Defendant engaged in actions to collect a consumer debt from Plaintiff.

14. Plaintiff disputes owing the alleged debt.

15. By way of background, Plaintiff had a personal banking account with TD Bank N.A.

16. Plaintiff decided to open an account with Federal Credit Union, and stopped using the TD Bank N.A. account.

17. For more than one year, Plaintiff had not used the TD Bank N.A. and received no statements from TD Bank, N.A. that any amount was owed.

18. Nevertheless, in or before September 2013, Defendant began to collect from Plaintiff based upon monthly account fees allegedly incurred on the inactive account.

19. In its attempts to collect a debt, Defendant sent Plaintiff several

1 letters.

2 20. In its letters, Defendant demanded payment of an amount that  
3 Plaintiff did not owe and was not authorized by any agreement.  
4

5 21. For example, on September 9, 2013, Defendant sent Plaintiff  
6 correspondence demanding payment of \$61.30. See Exhibit A, Defendant's  
7 September 9, 2013, letter.  
8

9 22. Defendant stated that the September 9, 2013, letter was its "Final  
10 Demand For Payment" when no prior demands had been made. See Exhibit A.

11 23. Defendant sought to collect by way of its letter, additional  
12 interest/fees which were not authorized by the agreement creating the debt.  
13

14 24. On several occasions, Plaintiff attempted to contact Defendant to  
15 speak regarding this matter.

16 25. Each time Plaintiff called Defendant's telephone number, there was  
17 no answer and no option to leave a message.  
18

19 26. It was frustrating and aggravating for Plaintiff to call the debt  
20 collector Defendant and be unable to speak with someone.

21 27. Finally, in its attempts to collect a debt, Defendant failed to send  
22 Plaintiff written notice of her rights to dispute the debt and/or request verification  
23 of the debt, within five (5) days of its initial communication with Plaintiff.  
24

25 28. Defendant's actions in attempting to collect the debt were deceptive

1 and unfair, and in violation of the FDCPA.

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3  
4 **DEFENDANT VIOLATED THE**  
5 **FAIR DEBT COLLECTION PRACTICES ACT**

6 **COUNT I**

7 29. Defendant's conduct, as detailed in the preceding paragraphs, violated  
8 15 U.S.C. §§ 1692e and 1692e(2)(A).

9 a. A debt collector violates § 1692e of the FDCPA by using false,  
10 deceptive or misleading representations or means in connection  
11 with the collection of any debt.

12  
13 b. A debt collector violates § 1692e(2)(A) of the FDCPA by  
14 falsely representing the character, amount or legal status of any  
15 debt.

16  
17 c. Here, Defendant violated §§ 1692e and 1692e(2)(A) of the  
18 FDCPA by falsely representing the amount of the debt, in that  
19 Plaintiff did not owe a debt.  
20

21  
22 **COUNT II**

23 30. Defendant's conduct, as detailed in the preceding paragraphs, violated  
24 15 U.S.C. §§ 1692f and 1692f(1).  
25

- a. A debt collector violates § 1692f of the FDCPA by using unfair or unconscionable means to collect or attempt to collect any debt.
- b. A debt collector violates § 1692f(1) of the FDCPA by collecting an amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.
- c. Here, Defendant violated §§ 1692f and 1692f(1) of the FDCPA by collecting an amount that Plaintiff did not owe and was not authorized by the agreement creating the debt, as well as not having a representative respond to Plaintiff's calls.

### COUNT III

31. Defendant's conduct, as detailed in the preceding paragraphs, violated 15 U.S.C. § 1692g.

- a. A debt collector violates § 1692g(a) of the FDCPA by failing to send to the consumer, within five days after its initial communication with a consumer in connection with the collection of a debt, a written notice containing: (1) the amount of the debt; (2) the name of the creditor to whom the debt is

1           owed; (3) a statement that unless the consumer, within thirty  
2           days after receipt of the notice, disputes the validity of the debt,  
3           or any portion thereof, the debt will be assumed to be valid by  
4           the debt collector; (4) a statement that if the consumer notifies  
5           the debt collector in writing within the thirty-day period that the  
6           debt, or any portion thereof, is disputed, the debt collector will  
7           obtain verification of the debt or a copy of a judgment against  
8           the consumer and a copy of such verification or judgment will  
9           be mailed to the consumer by the debt collector; and (5) a  
10          statement that, upon the consumer's written request within the  
11          thirty-day period, the debt collector will provide the consumer  
12          with the name and address of the original creditor, if different  
13          from the current creditor.  
14

- 15  
16  
17          b.   Here, Defendant violated § 1692g of the FDCPA by failing to  
18          send written notification, within five (5) days after its initial  
19          communication with Plaintiff, advising Plaintiff of her rights to  
20          dispute the debt or request verification of the debt or providing  
21          her with the name of the original creditor and the amount of the  
22          debt.  
23  
24  
25

1 WHEREFORE, Plaintiff, MONICA RILEY, respectfully prays for a  
2 judgment as follows:

- 3
- 4 a. All actual damages suffered pursuant to 15 U.S.C.
- 5 §1692k(a)(1);
- 6 b. Statutory damages of \$1,000.00 for the violation of the FDCPA
- 7 pursuant to 15 U.S.C. §1692k(a)(2)(A);
- 8
- 9 c. All reasonable attorneys' fees, witness fees, court costs and
- 10 other litigation costs incurred by Plaintiff pursuant to 15 U.S.C.
- 11 § 1693k(a)(3); and
- 12
- 13 d. Any other relief deemed appropriate by this Honorable Court.

14 **DEMAND FOR JURY TRIAL**

15 PLEASE TAKE NOTICE that Plaintiff, MONICA RILEY, demands a jury  
16 trial in this case.

17

18 RESPECTFULLY SUBMITTED,

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20

21 Date: July 31, 2014

By:  \_\_\_\_\_

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